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13 Emergency Services*

14 **UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

15 In re:

16 PG&E CORPORATION

17 - and -

18 PACIFIC GAS AND ELECTRIC
COMPANY,

19 Debtors.

- 20 Affects PG&E Corporation
21 Affects Pacific Gas and
Electric Company
22 Affects both Debtors

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

23 **CAL OES'S NOTICE OF ERRATUM IN
OPPOSITION TO OFFICIAL
COMMITTEE OF TORT CLAIMANTS'
OMNIBUS OBJECTION TO ITS CLAIMS**

24 Date: February 26, 2020
Time: 10:00 a.m. (Pacific Time)
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

25 The California Governor's Office of Emergency Services ("Cal OES"), hereby gives
26 notice an erratum in *Cal OES's Opposition to Official Committee of Tort Claimants Omnibus*
27 *Objection to Its Claim (Substantive) to Claims* [Docket No. 5743]. At page 16, line 4, the
Opposition says: "see, generally, **Error! Hyperlink reference not valid.**" As set forth on the

1 attached page, it should have said: "see, generally, [https://www.emacweb.org/index.php/learn-](https://www.emacweb.org/index.php/learn-about-emac/what-is-emac)
2 [about-emac/what-is-emac](https://www.emacweb.org/index.php/learn-about-emac/what-is-emac)."

3 Dated: February 18, 2020

Respectfully submitted,

4 XAVIER BECERRA
5 Attorney General of California

6 By: 
7 MATTHEW C. HEYN, Deputy Attorney General

8 PAUL J. PASCUZZI, Esq.

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1 Decl.”] ¶ 2.) Under the EMAC, “[a]ny party state rendering aid in another state pursuant to this
2 compact shall be reimbursed by the party state receiving such aid for any loss or damage to or
3 expense incurred in the operation” PL 104–321, October 19, 1996, 110 Stat. 3877, art. VIII;
4 *see, generally,* [Error! Hyperlink reference not valid.](https://www.emacweb.org/index.php/learn-about-emac/what-is-emac) <https://www.emacweb.org/index.php/learn-about-emac/what-is-emac>. Cal OES also requested mutual aid from California agencies to assist in the
5 provision of rescue and emergency services. (Joseph Decl. ¶ 2.)

6 Under Section 13009(a), any person “who negligently, or in violation of the law, sets a
7 fire ... is liable for the fire suppression costs incurred in fighting the fire and for the cost of
8 providing rescue or emergency medical services, and those costs shall be a charge against that
9 person.” Cal. Health & Saf. Code §13009(a). That “charge shall constitute a debt ” which “is
10 collectible by the person, or by the federal, state, county, public, or private agency incurring those
11 costs in the same manner as in the case of an obligation under a contract, expressed or implied.” *Id.*

12 Several California cases have construed the right to recover fire suppression costs. Those
13 decisions have held: “[S]ection 13009 provides for recovery as though the defendant had
14 contracted with the plaintiff, public or private, to fight the fire. Such a contract would normally
15 be expected to cover the reasonable value of the goods and services used in fighting the fire,
16 regardless of whether the labor involved represented a regular expense or an additional expense
17 of the agency involved.” *People v. S. Pac. Co.*, 139 Cal. App. 3d 627, 640 (1983). “The clear
18 intent of the Fire Liability Law [the predecessor to Section 13009] is to require reimbursement by
19 the wrongdoer for expenses incurred in the suppression of fire. This liability may be enforced by
20 any person or agency entitled thereto, and not solely by the agencies of government.” *Cnty. of*
21 *Ventura v. S. Cal. Edison*, 85 Cal. App. 2d 529, 533 (1948) (emphasis added). “The burden of
22 suppressing a fire ... thus rests squarely upon him whose willful or negligent acts or omissions
23 necessitated that expense, and not upon the government or careful property owner.” *Id.* at 534.
24 Unlike the free public service doctrine, the Fire Liability Law “evinces an intention to make this
25 additional liability as broad as the mischief it was designed to prevent” so that the wrongdoers
26 bear the cost of their fires – not the public. *Id.* at 539.

27 The TCC does not challenge Cal OES’s ability to establish that PG&E acted negligently

PROOF OF SERVICE

I, Matthew C. Heyn, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013.

On February 18, 2020, I served the forgoing CAL OES'S NOTICE OF ERRATUM IN OPPOSITION TO OFFICIAL COMMITTEE OF TORT CLAIMANTS' OMNIBUS OBJECTION TO ITS CLAIMS by Electronic Service only via CM/ECF.

/s/ Matthew C. Heyn
Matthew C. Heyn